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# MULTIMEDIA UNIVERSITY

## FINAL EXAMINATION

TRIMESTER 3, 2015/2016

### ULS1612 – LEGAL SKILLS

(All Sections / Groups)

30 MAY 2016

Reading Time: 9.00 a.m. – 9.15 a.m.

(15 Minutes)

Answering Time: 9.15 a.m. – 12.15 p.m.

(3 Hours)

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#### INSTRUCTIONS TO STUDENT

1. Students will have **fifteen minutes** during which they may read the paper and make rough notes **ONLY** in the question paper. Students then have the remaining **THREE HOURS** in which to answer the questions.
2. This Question paper consists of 4 pages with 4 Questions only.
3. Attempt **ALL** questions. All questions carry equal marks and the distribution of the marks for each question is given.
4. Students are allowed to bring into the Examination Hall a **CLEAN** and **ORIGINAL** copy of the Contracts Act 1950.
5. Please write all your answers in the Answer Booklet provided.

**QUESTION 1**

Consider the following questions in a client interview's conversation pertaining to a divorce matter.

L: lawyer; C: client

<u>Row</u>	<u>Party</u>	<u>Conversation</u>
1	L:	<i>Do you have a son called Michael?</i>
2	C:	<i>Yes.</i>
3	L:	<i>How many houses do you own?</i>
4	C:	<i>Three.</i>
5	L:	<i>You were the person whom the security guard saw in the hotel room at 10 pm on 1/4/2016, were you?</i>
6	C:	<i>No, it wasn't me.</i>
7	L:	<i>What did your wife say to you when she saw you in the hotel room?</i>
8	C:	<i>At first, she shouted very loudly at my secretary. She grabbed whatever things surrounding her and threw at my secretary and me.</i>
		...

- (a) Identify and explain briefly the type(s) of questioning technique that has/have been adopted in the above conversation.

(4 x 4 marks = 16 marks)

- (b) Explain why preconception/stereotyping in a client interview must be avoided.

(9 marks)

**(Total: 25 marks)**

**Continued...**

**QUESTION 2**

Snoopy and Charlie have just enrolled on a foundation programme in Multimedia University. They were looking for two single rooms at Taman Kerjasama, Bukit Beruang. Snoopy saw a notice board hanging on the gate of a double storey house which read: "Single room to let. Contact Garfield: 012-7654321." Snoopy sent a short message service (sms) to Garfield, saying that he was interested to rent the single room in Garfield's house. He also asked whether Garfield was prepared to accept RM200 per month as the rent. Garfield replied by sms, saying that the amount of rent suggested by Snoopy was below the market rate and RM260 per month is more realistic. Then, Snoopy replied by sms, saying that he agreed to the rent amount of RM260 per month as asked by Garfield. However, Garfield ignored Snoopy's second sms and subsequently let the room to another student called Hercules at RM280 per month. Snoopy was very upset.

Meantime, Charlie was browsing the internet. He came across an advertisement which stated as follows: "Room to let: Fully furnished single room in Taman Kerjasama, Bukit Beruang. Rent: RM250 per month. Additional facilities: iron, water heater, ceiling fan, water filter, refrigerator, microwave oven and washing machine. If you are interested, please email to Donald (donald1988@gmail.com) or call 012-2345678." A copy of the photograph of the room was also attached.

Charlie sent an email to Donald, saying that he would like to rent the room at RM250 per month for two years. On the following day, Charlie received an email from Donald explaining that the rent of RM250 per month had been posted wrongly and the correct amount for the rent should be RM300. Charlie was dissatisfied.

Both Snoopy and Charlie would like to know whether contracts have been formed in their respective cases. Advise them by applying the "TRAC" problem-solving technique.

**(Total: 25 marks)**

**Continued...**

**QUESTION 3**

- (a) "More specifically, lawyers have been accused of failing to sensibly group verbs together and of failing to meticulously keep infinitives together. They have often answered this accusation by resolutely stating that the content requires the peculiar writing style. They have, with the best possible intentions, resisted this advice on Plain English for a long time."

(i) Comment on the writing skills in the above extract; and

(3 marks)

(ii) Eliminate the wordiness of the extract by revising it accordingly.

(3 marks)

- (b) "A law may be defined as an assemblage of signs declarative of a violation conceived or adopted by the sovereign in a state, concerning the conduct to be observed in a certain case by a certain person or class of persons, who in the case in question are or are supposed to be subject to his power; such volition trusting for its accomplishment to the expectation of certain events which it is intended such declaration should upon occasion be a means of bringing to pass, and the prospect of which it is intended should act as a motive upon those whose conduct is in question."

Jeremy Bentham, *Of Laws in General* (HLA Hart ed, Athlone Press 1970)

Summarise the above passage accordingly.

(6 marks)

- (c) Ochobooks Sdn. Bhd. (OSB) has commenced an action in a Court in Malacca (Civil Suit No. 72-126-2016) against Scambot Sdn. Bhd. (SSB) for the balance of the purchase price in respect of a sale of business. Parts of the Statement of Claim, which was served on SSB on 11/5/2016, are reproduced below:

**STATEMENT OF CLAIM**

1. On or about the 8/5/2015 the plaintiff and the defendant entered into an agreement in writing ("the Agreement") for the sale to the defendant of the goodwill, stock in trade and certain other property comprising a book retail business carried on by the plaintiff at 451 & 453, Melaka Plaza, Jalan Hang Tuah, 75300 Melaka ("the Business Asset") for the price of RM100,000.
2. It was a term of the Agreement that the defendant would pay a deposit of RM10,000 upon signing of the Agreement and would pay the balance on completion.
3. It was a further term of the Agreement that completion would take place on 7/8/2015.
4. Pursuant to the Agreement the plaintiff transferred and delivered to the defendant the Business Assets on 7/8/2015.

**Continued...**

5. The defendant paid the Deposit but has failed to pay the balance of the purchase price.

SSB admits that it signed the Agreement but denies that it has failed to pay the balance of the purchase price. SSB instructs you that the balance of the purchase price was paid to and through OSB's agent, TA Courier Sdn. Bhd. by a banker's cheque MBB Cheque No. 324567 dated 15/8/2015. As such, SSB contends that OSB has no claim against it.

SSB now instructs you to file a defence to OSB's claim. Draft a defence for SSB.

(13 marks)

(Total: 25 marks)

#### **QUESTION 4**

Tigger owned an original painting by the famous Chinese painter Xu Beihong. It was the only masterpiece of Xu Beihong that Tigger had. On 16/5/2016, he asked his former classmate, Winnie Poo whether she was interested to buy it for RM80,000. Winnie Poo said she would like to buy it but she needed a few days to get her money ready. Tigger said he would keep the offer open until 10am on 20/5/2016, and that if Winnie Poo could not pay by cash or banker's cheque by the prescribed time, he would sell it to others.

On 18/5/2016, Winnie Poo went to an art exhibition. She met Doris, her former classmate there. Doris informed Winnie Poo that Nemo, who is Doris' cousin would be buying an original painting of Xu Beihong from Tigger, their former classmate and Nemo would collect the painting by 19/5/2016.

On 19/5/2016, Winnie Poo managed to get a banker's cheque with the amount RM80,000 and she quickly went to Tigger's house at 3pm. Unfortunately, Tigger told Winnie Poo that Nemo had just bought the painting with cash at 12 noon on the same day.

Write an opinion letter to advise Winnie Poo on her legal position.

(Total: 25 marks)

**End of Page**